

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

THE GOODYEAR TIRE & RUBBER)	
COMPANY,)	
)	
<i>Plaintiff,</i>)	Civil Action No. 13-00256
)	
v.)	
)	
TRAVELERS CASUALTY AND SURETY)	
COMPANY (f/k/a AETNA CASUALTY AND)	
SURETY COMPANY),)	
)	
AND)	
)	
TRAVELERS INDEMNITY COMPANY,)	
)	
<i>Defendants.</i>)	
)	

ORDER

And now, this 22nd day of December 2014, for the reasons set forth in the accompanying memorandum opinion,

IT IS HEREBY ORDERED that the Motion for Partial Summary Judgment filed by Defendants Travelers Casualty and Surety Company and Travelers Indemnity Company (together with Travelers Casualty and Surety Company, “Travelers”), (ECF No. 92), is DENIED;

IT IS FURTHER ORDERED that the Motion for Partial Summary Judgment filed by Plaintiff Goodyear Tire & Rubber Company (“Goodyear”), (ECF No. 96), is GRANTED. Judgment is granted in favor of Goodyear on Threshold Issues 1 and 2, warranting the following declarations:

THE COURT HEREBY DECLARES that the No Drop Down Endorsement did not constitute a valid amendment to the 1973 and 1976 catastrophe umbrella policies issued by Travelers;

and

THE COURT FURTHER DECLARES that Condition 3 of the 1973, 1976, and 1979 catastrophe umbrella policies issued by Travelers – whether or not the No Drop Down Endorsement is considered – have only the effect of preventing these policies from being required to “drop down” and provide coverage of claims for amounts below the stated limits of the specified underlying primary policies;

and

THE COURT FURTHER DECLARES that the covered damages of multiple claimants, which arise out of the continuous or repeated exposure of those claimants to substantially the same general conditions, may be aggregated into a single claim by Goodyear under each of the three catastrophe umbrella policies issued by Travelers (i.e., the 1973, 1976, and 1979 catastrophe umbrella policies);

and

THE COURT FURTHER DECLARES that the “each occurrence” limit specified in the relevant policy is the attachment point for coverage of a single claim filed by Goodyear that properly aggregates damages related to multiple claimants, under the 1973, 1976, and 1979 catastrophe umbrella policies issued by Travelers.

BY THE COURT:

/s/ Joy Flowers Conti
Joy Flowers Conti
Chief United States District Judge